

FINANCE PROVIDER ENTITY APPLICATION

PART I: PRIMARY FINANCE PROVIDER INFORMATION

SECTION 1: PRIMARY FINANCE PROVIDER APPLICANT CONTACT INFORMATION

The "Primary Finance Provider Applicant" is the financing company that is applying to the Program for enrollment as a Finance Provider Entity. The Primary Finance Provider Applicant may fulfill all of the Program roles (described in Part III) themselves, or the entity may invite an Affiliate Finance Provider Applicant (as described in Part II) to apply to fulfill some of these roles. The Primary Applicant is the entity performing the financing submittal role (as described in Part III, Section 6).

Company Name [1a]: _____

Address [1b]: _____ City [1c]: _____

State [1d]: _____ ZIP [1e]: _____ Website Address [1f]: _____

Provide a company contact name and address for program communication and administration.

Program Contact Name [1g]: _____ Title [1h]: _____

Phone Number [1i]: _____ Email [1j]: _____

SECTION 2: PRIMARY FINANCE PROVIDER APPLICANT AUTHORIZED COMPANY REPRESENTATIVES

In this Section you can provide the name(s) and email address(es) for those in your company who will be authorized to a.) submit customer, project, and financing data to the Authority and b.) certify financing agreements as meeting requirements for submission to the Program.

If the program contact above will be fulfilling both these roles, check this box [2a]:

Otherwise, and for additional users and signatories, complete the section below.

Provide the name(s) of additional company representative(s) who is (are) authorized to provide data to the Authority.

Authorized User Name [2b]: _____ Email [2c]: _____

Authorized User Name [2d]: _____ Email [2e]: _____

Authorized User Name [2f]: _____ Email [2g]: _____

Provide the name(s) of additional company representative(s) who is (are) authorized to certify financing agreements as meeting requirements for submission to the Program.

Authorized Signatory Name [2h]: _____ Email [2i]: _____

Authorized Signatory Name [2j]: _____ Email [2k]: _____

Authorized Signatory Name [2l]: _____ Email [2m]: _____

FINANCE PROVIDER ENTITY APPLICATION

PART I: PRIMARY FINANCE PROVIDER INFORMATION

SECTION 3: PRIMARY FINANCE PROVIDER APPLICANT ORGANIZATIONAL INFORMATION

Indicate below which type of institution best describes your company [3a].

Insured Bank or Credit Union	Community Development Financial Institution (CDFI)
Financial Development Corp. (FDC)	Other

Applicants who check “Other” will need to provide additional enclosures (Part V, Section 9) and certifications (Part VI, Section 12).

Provide the name of the Regulatory and Insuring Agency overseeing your particular institution and any license numbers, if applicable:

Regulatory Agency [3b]: _____ n/a Insuring Agency [3c]: _____ n/a

License Number(s) [3d]: _____ n/a

Do you have a CA Finance Lenders License [3e]? Yes No

Provide the following additional information, as it applies to Program financings, if applicable:

Name(s) of entity(ies) funding projects that will be enrolled in the Program [3f]:

Primary Applicant: Affiliate Applicant: Other: If other, please describe below:

Name(s) of financing counterparty(ies) that will be named on closing documents provided to the financing customer [3g]:

Primary Applicant: Affiliate Applicant: Other: If other, please describe below:

Your intent with regard to Enrolled Financing Agreements, if known (e.g., hold, sell, transfer, participate, etc.) and the identity of the purchaser/transferee (if known) [3h]: _____

Assignee(s) of repayment streams, if applicable [3i]: _____

FINANCE PROVIDER ENTITY APPLICATION

PART II: AFFILIATE FINANCE PROVIDER INFORMATION

SECTION 4: AFFILIATE FINANCE PROVIDER APPLICANT CONTACT INFORMATION

The "Affiliate Finance Provider Applicant" is a potential co-applicant along with the Primary Finance Provider Applicant. It may fulfill one or more of the roles of the Program listed in Part III.

The Affiliate Finance Provider Applicant must meet Program requirements and must be a signatory to the application.

Not applying with an affiliate entity. **If not applying with an affiliate, skip to Part III**

Company Name [4a]: _____

Address [4b]: _____ City [4c]: _____

State [4d]: _____ ZIP [4e]: _____ Website Address [4f]: _____

Provide a company contact name and address for program communication and administration.

Program Contact Name [4g]: _____ Title [4h]: _____

Phone Number [4i]: _____ Email [4j]: _____

Contact Person's Business Address [4k]: Address same as above _____

City [4l]: _____ State [4m]: _____ ZIP [4n]: _____

SECTION 5: AFFILIATE FINANCE PROVIDER APPLICANT ORGANIZATIONAL INFORMATION

Indicate below which type of institution best describes your company [5a].

Insured Bank or Credit Union

Community Development Financial Institution (CDFI)

Financial Development Corp. (FDC)

Other

Applicants who check "Other" will need to provide additional enclosures (Part V, Section 9) and certifications (Part VI, Section 12).

Indicate the name of the Regulatory and Insuring Agency overseeing your particular institution and any license numbers, if applicable:

Regulatory Agency [5b]: _____ n/a Insuring Agency [5c]: _____ n/a

License Number(s) [5d]: _____ n/a

Do you have a CA Finance Lenders License [5e]? Yes No

FINANCE PROVIDER ENTITY APPLICATION

PART III: FINANCE PROVIDER ENTITY ROLES

SECTION 6: ROLES TO BE PERFORMED BY EITHER THE PRIMARY OR AFFILIATE FINANCE PROVIDER APPLICANT

Indicate which organization will perform each Program Role. Each Role must be performed by only one entity.

Name of the Primary Finance Provider Applicant (PFPA)

Name of the Affiliate Finance Provider Applicant (AFPA)

Role Performed

PFPA

AFPA

Financing Submittal (this role must be filled by the Primary Finance Provider):

Provides data and certifications related to the Project, the Eligible Financing Agreement, and the Eligible Affordable Multifamily Financing Customer and submitting the data and certifications to the Authority for enrollment in the Program.

Underwriting*:

Follows Program regulations for approving projects and financing for customers as well as follows the underwriting guidelines proposed by the Finance Provider Applicant and approved by CAEATFA.

Origination*:

Engages in loan origination, including executing the legal contract for repayment of the Enrolled Financing Agreement with the Eligible Affordable Multifamily Financing Customer and getting Program forms signed and certified by the Eligible Affordable Multifamily Financing Customer.

Servicing*:

Conducts a customer service operation to on-board all Eligible Financing Agreements into the Servicer's servicing system, handles customer inquiries regarding Eligible Financing Agreements already under servicing, sends out regular financing billing statements, collects and applies payments, handles requests for modifications, collections where necessary, and distributions to investors where applicable.

Reporting:

Supplies CAEATFA with regular report(s) of required data related to financing applications, performance of Enrolled Financing Agreements, and sale of financings.

Loss Reserve Account Representative:

The entity in whose name the Trustee Account(s) will be opened and the sole entity that can file a claim in the event of a charge-off.

Marketing Representative:

The entity that is publicly listed on Program websites and marketing materials as a result of participation in the Program. **If this role will be performed by a third party, see below.**

Applicants can also apply with an additional entity that will fulfill the Marketing Representative role. The Marketing Representative is the entity that will be listed on Program websites and marketing materials.

If the Marketing Representative role will be performed by a third party, check the box below and proceed to Section 7.

3rd Party Marketing Representative:

***If the entity selected to fill any of these roles checked "Other" in Part I, Section 3, indicating they are not a Financial Institution, they will need to provide additional enclosures (Part V, Section 9) and certifications (Part VI, Section 12).**

FINANCE PROVIDER ENTITY APPLICATION

PART IV: MARKETING REPRESENTATIVE INFORMATION

SECTION 7: THIRD PARTY MARKETING REPRESENTATIVE CONTACT INFORMATION

Applicants can also apply with an additional entity that will fulfill the Marketing Representative role. The Marketing Representative is the entity that will be listed on Program websites and marketing materials.

If a third entity is designated as the Marketing Representative, they must agree to, and sign, the acknowledgements, representations, warranties, and certifications in Part VI, Section 13 and, if applicable, Part VI, Section 14.

Not designating a 3rd Party as Marketing Representative.

If not designating a 3rd Party as Marketing Representative, skip to Part V.

Company Name [7a]: _____

Address [7b]: _____ City [7c]: _____

State [7d]: _____ ZIP [7e]: _____ Website Address [7f]: _____

Provide a company contact name and address for program communication and administration.

Program Contact Name [7g]: _____ Title [7h]: _____

Phone Number [7i]: _____ Email [7j]: _____

FINANCE PROVIDER ENTITY APPLICATION

PART V: REQUIRED ENCLOSURES

SECTION 8: REQUIRED ENCLOSURES FOR ALL APPLICANTS

In a separate enclosure, please provide:

- (1) A detailed description of the product(s) the Finance Provider Applicant is proposing to offer, including, but not limited to, the type of financing product and its relationship to the categories of Eligible Financing Agreements, collateral requirements (if any), minimum and maximum financed amounts, interest rates (including whether they are fixed or variable), terms, service or maintenance charges, fees, prepayment penalties, and a description of customer eligibility and underwriting criteria. These product offerings must be certified by at least one of the Finance Provider Applicants.

The categories of Eligible Financing Agreements are:

- *Eligible Leases or Eligible Equipment Financing Agreements;*
- *Eligible Loans;*
- *Eligible Service Agreements; and*
- *Eligible Savings-Based Payment Agreements.*

CAEATFA's definition of each of the product categories can be found in Program regulations Section 10093.1. Additional requirements for Eligible Financial Products can be found in Program regulations Section 10093.4.

- (2) A description of the geographic area(s) in California where the financing program(s) will be available.
- (3) An explanation of how the Loss Reserve Contribution will be utilized to provide benefits to Eligible Affordable Multifamily Financing Customers compared to the Finance Provider Applicant's typical product offerings in one or more of the following ways:
- (a) Broadened approval criteria;
 - (b) Longer terms;
 - (c) Larger amounts available to finance;
 - (d) Better rates;
 - (e) Other advantageous terms.

CAEATFA recommends a table comparing your conventional product(s) with the product(s) you will be able to offer through the Program resulting from the credit enhancement. Your table should compare rates, and terms such as tenure, amounts available for financing, collateral requirements, fees, underwriting requirements, advance payments, contractor buy-downs, personal guarantee requirements, and any other relevant comparisons. (See also #1 above)

FINANCE PROVIDER ENTITY APPLICATION

PART V: REQUIRED ENCLOSURES

SECTION 9: ADDITIONAL REQUIRED ENCLOSURES FOR NON-FINANCIAL INSTITUTIONS

If you are a Bank, Credit Union, CDFI, or FDC, skip to Part VI.

If your entity is not a Bank, Credit Union, CDFI, or FDC, please also provide:

- (1) A description of the Finance Provider Applicant's quality control and management systems to evaluate and monitor the overall quality of its loan or financing-related activities, including underwriting reviews and consumer complaint resolution processes.
- (2) Evidence of the following insurance coverage:
 - (a) General liability with limits of not less than \$1 million per occurrence for bodily injury and property damage liability combined. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom a claim is made or suit is brought subject to the Finance Provider Applicant's limit of liability. The policy must include the State of California, its officers, agents, employees, and servants as additional insureds, but only insofar as the operations under Program regulations are concerned.
 - (b) Motor vehicle liability with limits of not less than \$1 million per accident, for companies that utilize vehicles for business purposes. Such insurance must cover liability arising out of owned, hired, and non-owned motor vehicles.
 - (c) Statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the Program, including special coverage extensions where applicable. Employer's liability limits of \$1 million are required.
- (3) Underwriting Qualifications:
 - (a) Demonstrated experience with underwriting commercial financing;
 - (b) Demonstrated experience with equipment financing and the coordination of such financing with contractors and financing customers;
 - (c) Description of your underwriting process; and
 - (d) Demonstrated qualifications of the Finance Provider Applicant and key positions and associated job duties with regard to underwriting.
- (4) Origination Qualifications:
 - (a) Proof of at least \$20 million in committed capital for general financing activities or demonstrate in writing that it has originated at least \$20 million in financing agreements similar to Eligible Financing Agreements or 20 transactions in financing agreements similar to Eligible Financing Agreement;
 - (b) Demonstrated ability to originate commercial financing in accordance with all applicable finance laws, including related expertise and experience, trained and qualified personnel, and suitable systems, processes, and facilities to support the business;
 - (c) Demonstrated experience with equipment financing and the coordination of such financing with contractors and financing customers;
 - (d) Sample transaction documentation.
- (5) Servicing Qualifications:
 - (a) Demonstrated capacity for, and experience with, servicing the type of product(s) the Finance Provider Applicant will be providing and general customer service; and
 - (b) A description of key positions and associated job duties, software, and systems used by the Finance Provider Applicant in performing servicing of Enrolled Financing Agreements.

FINANCE PROVIDER ENTITY APPLICATION PART VI: CERTIFICATIONS

SECTION 10: CERTIFICATIONS OF THE PRIMARY FINANCE PROVIDER APPLICANT

Section references below refer to Program Regulations, Article 7 of Division 13 of Title 4 of the California Code of Regulations.

The Primary Finance Provider Entity Agrees and Certifies, that upon enrollment in the Program as Finance Provider Entity, and for all forthcoming Eligible Finance Agreements submitted for enrollment in the Program:

- (1) It will provide the documentation required in Section 10093.6(b)(1), the data required in Section 10093.6(b)(2), and will secure the certifications of the Eligible Affordable Multifamily Financing Customer as described in Section 10093.6(b)(3);
- (2) The Eligible Affordable Multifamily Financing Customer will be provided with a Bill Impact Estimate;
- (3) The Eligible Financing Agreement will comply with all Program regulations;
- (4) It will submit copies of approved permits by the relevant permitting agency required to complete each Scope of Work;
- (5) The Claim-Eligible Financed Amount will not include any costs for Distributed Generation;
- (6) If the entirety of the Claim-Eligible Financed Amount has not yet been funded at the time of submittal, that it will be funded within 30 calendar days of submittal; and
- (7) If after submittal, the Primary Finance Provider Entity determines it will not fund the entirety of the Claim-Eligible Financed Amount, that it will notify the Authority within 10 business days of this determination.

I, the undersigned, hereby certify that all of the information provided in this application is true and accurate to the best of my knowledge and I am authorized to legally bind the applicant.

Primary Applicant Signature

Primary Applicant Name

Primary Applicant Title

Date

FINANCE PROVIDER ENTITY APPLICATION

PART VI: CERTIFICATIONS

SECTION 11: ACKNOWLEDGMENTS, CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES OF BOTH THE PRIMARY AND AFFILIATE FINANCE PROVIDER APPLICANTS

Section references below refer to Program Regulations, Article 7 of Division 13 of Title 4 of the California Code of Regulations.

The Finance Provider Applicant:

Acknowledges that:

- (1) The Authority has made no representations, promises, or guarantees pertaining to the volume, quantity, or quality of financing agreements issued under the Program.
- (2) It, its representatives, and agents are not hired by the Authority or any of the participating IOUs, and must not represent themselves as such, or claim association or affiliation with the Authority or any of the participating IOUs in any capacity.

Certifies that:

- (1) It is not subject to a cease and desist order or other regulatory sanction from the appropriate federal or state regulatory body, which would impair its ability to participate in the Program.
- (2) The person signing the application is authorized to legally bind the Finance Provider Applicant and must include the signatory's printed name, title, and date.
- (3) All Finance Provider Applicants that are not Financial Institutions must comply with the additional requirements specified in Section 10093.3.

Certifies that, once it is enrolled in the Program as a Finance Provider Entity:

- (1) The Program regulations constitute a lender services agreement between the Finance Provider Entity and the Authority.
- (2) It must follow the Program regulations as set forth in Program regulations.
- (3) It must permit an audit by the Authority of any of its records relating to Enrolled Financing Agreements during normal business hours on its premises, and must supply such other information concerning Enrolled Financing Agreements as may be requested by the Authority. Additionally, the Finance Provider Entity must permit an audit of its records relating to how it is representing the Program to the public, including, but not limited to, web and print collateral, marketing scripts, and marketing materials.
- (4) The Authority and the State of California have no liability to the Finance Provider Entity under the Program except from funds deposited in the Loss Reserve Account(s) for the Finance Provider Entity.

The Finance Provider Applicant:

Provides the following Representations, Warranties, and Covenants that upon enrollment in the Program as a Finance Provider Entity:

- (1) It must retain all records relating to each Enrolled Financing Agreement for the term of financing.
- (2) It is solely responsible for identifying and making all disclosures and providing periodic reports to its Eligible Affordable Multifamily Financing Customer(s) as required under applicable finance laws.
- (3) It must comply with all applicable finance laws, possess and maintain all required state and federal licenses, and remain in good standing with all governmental authorities having jurisdiction over its business.

Continued on next page.

FINANCE PROVIDER ENTITY APPLICATION

PART VI: CERTIFICATIONS

SECTION 11: ACKNOWLEDGEMENTS, CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES OF BOTH THE PRIMARY AND AFFILIATE FINANCE PROVIDER APPLICANTS CONTINUED

Continued from Page 9.

- (4) It indemnifies, defends, and holds harmless CAEATFA, each of the IOUs, their affiliates, and each of its respective officers, directors, employees, agents, and representatives (each of which is an express beneficiary of this indemnity) from and against any and all losses arising in connection with any claim:
- (a) Resulting from the negligent or unlawful acts or omissions, or willful or tortious conduct including, but not limited to, any failure of the Finance Provider Entity, or its agents, to comply with applicable finance laws in connection with Enrolled Financing Agreements;
 - (b) Resulting from any error or omission by the Finance Provider Entity or any of its agents in the calculation or presentation of principal repayments or interest with respect to an Enrolled Financing Agreement, fees and charges, the receipt and processing of payments received from Eligible Affordable Multifamily Financing Customers or any collection or enforcement action;
 - (c) Alleging any breach of a representation, warranty, or covenant by such Finance Provider Entity;
 - (d) Alleging any misrepresentation by the Finance Provider Entity or its agents with respect to the energy savings to be achieved in connection with an Enrolled Financing Agreement, or any failure or deficiency in the products, materials, or work supplied to an Eligible Affordable Multifamily Financing Customer in connection with an Enrolled Financing Agreement; and/or
 - (e) Arising from the Finance Provider Entity's breach or alleged breach of Program regulations and/or its confidentiality or privacy obligations under Program regulations or with respect to the Program.
- (5) The Finance Provider Entity agrees that the IOUs are not responsible for, and will have no liability for:
- (a) The energy efficiency improvements funded through the Enrolled Financing Agreement(s) supported through the Loss Reserve Account(s);
 - (b) The assessment of potential benefits and costs associated with those improvements;
 - (c) The qualification of the Finance Provider Entity;
 - (d) The Finance Provider Entity's marketing and/or lending policies and practices; or
 - (e) CAEATFA's educational and outreach activities.

I, the undersigned, hereby certify that all of the information provided in this application is true and accurate to the best of my knowledge and I am authorized to legally bind the applicant.

Primary Applicant Signature

Affiliate Applicant Signature

Primary Applicant Name

Affiliate Applicant Name

Primary Applicant Title

Affiliate Applicant Title

Date

Date

FINANCE PROVIDER ENTITY APPLICATION

PART VI: CERTIFICATIONS

SECTION 12: ACKNOWLEDGMENTS, CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES MADE BY NON-FINANCIAL INSTITUTION FINANCE PROVIDER APPLICANTS

If your organization is a Bank, Credit Union, CDFI, or FDC, Skip to Section 13.

The Finance Provider Applicant:

Provides the following Representations, Warranties, and Covenants:

- (1) The Finance Provider Applicant is duly organized and validly existing under the laws of the state of its organization and California with due power and authority to own its properties and to conduct its business as such properties are currently owned and such business is presently conducted, and has had at all relevant times and continues to have the power, authority, and legal right to participate in this Program.
- (2) The Finance Provider Applicant is duly qualified to do business and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business will require such qualifications.
- (3) The Finance Provider Applicant has the power and authority to execute and to carry out the terms of the Program.
- (4) There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency nor other governmental instrumentality having jurisdiction over the Finance Provider Applicant or its properties:
 - (a) Asserting the invalidity of Program regulations;
 - (b) Seeking to prevent the consummation of any of the transactions contemplated by Program regulations; or
 - (c) Seeking any determination or ruling that might materially and/or adversely affect the performance by the Finance Provider Applicant of its obligations under Program regulations.
- (5) The Finance Provider Applicant has, and must maintain throughout its enrollment in the Program as a Finance Provider Entity, trained and qualified employees and suitable facilities and operating systems for the performance of the Underwriting, Origination, and Servicing functions, as applicable, required to administer the Program.
- (6) For a Finance Provider Applicant planning to fill the Servicing role, the Finance Provider Applicant has established, and must maintain throughout its enrollment in the Program as a Finance Provider Entity, a written disaster recovery plan that covers the restoration of the facilities, backup, and recovery of information in electronic data processing systems. Alternate processing facilities and systems are required to ensure continuous operations. The Finance Provider Entity must allow the Authority, at no additional cost to the Authority, to inspect its disaster recovery plan and facilities.
- (7) For a Finance Provider Applicant planning to fill the Originator role, the Finance Provider Applicant has established, and must maintain throughout its enrollment in the Program as a Finance Provider Entity, adequate internal audit and management control systems to guard against dishonest, fraudulent, or negligent acts by employees and contractors involved in the origination process.

I, the undersigned, hereby certify that all of the information provided in this application is true and accurate to the best of my knowledge and I am authorized to legally bind the applicant.

Primary Applicant Signature

Affiliate Applicant Signature

Primary Applicant Name

Affiliate Applicant Name

Primary Applicant Title

Affiliate Applicant Title

Date

Date

FINANCE PROVIDER ENTITY APPLICATION

PART VI: CERTIFICATIONS

SECTION 13: ACKNOWLEDGMENTS, CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES OF THE **THIRD PARTY** **MARKETING REPRESENTATIVE**

This Section 13, only to be completed by Third Party Marketing Representatives.

Section references below refer to Program Regulations, Article 7 of Division 13 of Title 4 of the California Code of Regulations.

The Marketing Representative:

Acknowledges that:

- (1) The Authority has made no representations, promises, or guarantees pertaining to the volume, quantity, or quality of financing agreements issued under the Program.
- (2) It, its representatives, and agents are not hired by the Authority or any of the participating IOUs, and must not represent themselves as such, or claim association or affiliation with the Authority or any of the participating IOUs in any capacity.

Certifies that:

- (1) It is not subject to a cease and desist order or other regulatory sanction from the appropriate federal or state regulatory body, which would impair its ability to participate in the Program.
- (2) The person signing the application is authorized to legally bind the Marketing Representative and must include the signatory's printed name, title, and date.
- (3) All Marketing Representatives that are not Financial Institutions must comply with the additional requirements specified in Section 10093.3.

Certifies that, once it is enrolled in the Program as a Marketing Representative:

- (1) The Program regulations constitute a lender services agreement between the Marketing Representative and the Authority.
- (2) It must follow the Program regulations as set forth herein.
- (3) It must permit an audit by the Authority of any of its records relating to Enrolled Financing Agreements during normal business hours on its premises, and must supply such other information concerning Enrolled Financing Agreements as may be requested by the Authority. Additionally, the Marketing Representative must permit an audit of its records relating to how it is representing the Program to the public, including, but not limited to, web and print collateral, marketing scripts, and marketing materials.
- (4) The Authority and the State of California have no liability to the Marketing Representative under the Program except from funds deposited in the Loss Reserve Account(s) for the Marketing Representative.

Marketing Representative:

Provides the following Representations, Warranties, and Covenants that upon enrollment in the program:

- (1) It must retain all records relating to each Enrolled Financing Agreement for the term of financing.
- (2) It is solely responsible for identifying and making all disclosures and providing periodic reports to its Eligible Affordable Multifamily Financing Customer(s) as required under applicable finance laws.
- (3) It must comply with all applicable finance laws, possess and maintain all required state and federal licenses, and remain in good standing with all governmental authorities having jurisdiction over its business.

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FINANCE PROVIDER ENTITY APPLICATION

PART VI: CERTIFICATIONS

SECTION 13: ACKNOWLEDGMENTS, CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES OF THE THIRD PARTY MARKETING REPRESENTATIVE CONTINUED

Continued from Page 12.

- (4) It indemnifies, defends, and holds harmless CAEATFA, each of the IOUs, their affiliates, and each of its respective officers, directors, employees, agents, and representatives (each of which is an express beneficiary of this indemnity) from and against any and all losses arising in connection with any claim:
- (a) Resulting from the negligent or unlawful acts or omissions, or willful or tortious conduct including, but not limited to, any failure of the Marketing Representative, or its agents, to comply with applicable finance laws in connection with Enrolled Financing Agreements;
 - (b) Resulting from any error or omission by the Marketing Representative or any of its agents in the calculation or presentation of principal repayments or interest with respect to an Enrolled Financing Agreement, fees and charges, the receipt and processing of payments received from Eligible Affordable Multifamily Financing Customers or any collection or enforcement action;
 - (c) Alleging any breach of a representation, warranty, or covenant by such Marketing Representative;
 - (d) Alleging any misrepresentation by the Marketing Representative or its agents with respect to the energy savings to be achieved in connection with an Enrolled Financing Agreement, or any failure or deficiency in the products, materials, or work supplied to an Eligible Affordable Multifamily Financing Customer in connection with an Enrolled Financing Agreement; and/or
 - (e) Arising from the Marketing Representative's breach or alleged breach of Program regulations and/or its confidentiality or privacy obligations under Program regulations or with respect to the Program.
- (5) The Marketing Representative agrees that the IOUs are not responsible for, and will have no liability for:
- (a) The energy efficiency improvements funded through the Enrolled Financing Agreement(s) supported through the Loss Reserve Account(s);
 - (b) The assessment of potential benefits and costs associated with those improvements;
 - (c) The qualification of the Marketing Representative;
 - (d) The Marketing Representative's marketing and/or lending policies and practices; or
 - (e) CAEATFA's educational and outreach activities.

I, the undersigned, hereby certify that all of the information provided in this application is true and accurate to the best of my knowledge and I am authorized to legally bind the applicant.

Marketing Representative Signature

Marketing Representative Name

Marketing Representative Title

Date

If you are a 3rd Party Marketing Representative that is applying with a Finance Provider Applicant that is not a Bank, Credit Union, CDFI, or FDC, proceed to the next section.

FINANCE PROVIDER ENTITY APPLICATION

PART VI: CERTIFICATIONS

SECTION 14: ACKNOWLEDGMENTS, CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES MADE BY A MARKETING REPRESENTATIVE APPLYING WITH A NON-FINANCIAL INSTITUTION FINANCE PROVIDER APPLICANT

If you are a Marketing Representative that is applying with a Finance Provider Entity that is not a Bank, Credit Union, CDFI, or FDC, complete this Section.

The Marketing Representative:

Provides the following Representations, Warranties, and Covenants:

- (1) The Marketing Representative is duly organized and validly existing under the laws of the state of its organization and California with due power and authority to own its properties and to conduct its business as such properties are currently owned and such business is presently conducted, and has had at all relevant times and continues to have the power, authority, and legal right to participate in this Program.
- (2) The Marketing Representative is duly qualified to do business and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business will require such qualifications.
- (3) The Marketing Representative has the power and authority to execute and to carry out the terms of the Program.
- (4) There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency nor other governmental instrumentality having jurisdiction over the Marketing Representative or its properties:
 - (a) Asserting the invalidity of Program regulations;
 - (b) Seeking to prevent the consummation of any of the transactions contemplated by Program regulations; or
 - (c) Seeking any determination or ruling that might materially and/or adversely affect the performance by the Marketing Representative of its obligations under Program regulations.

I, the undersigned, hereby certify that all of the information provided in this application is true and accurate to the best of my knowledge and I am authorized to legally bind the applicant.

Marketing Representative Signature

Marketing Representative Name

Marketing Representative Title

Date